COUNTY OF LOS ANGELES



FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401

DARYL L. OSBY FIRE CHIEF FORESTER & FIRE WARDEN

July 3, 2012

TO:

EACH SUPERVISOR

FROM:

DARYL L. OSBY, FIRE CHIEF Dank P. 27

UPDATE: CONCERNS REGARDING THE COLLEGE AFFILIATION PROGRAM AND CONSTRUCTION AT THE DEL VALLE REGIONAL TRAINING CENTER

This is an update to the memorandum dated May 9, 2012, (Attachment I) informing your Honorable Board of two issues facing the Los Angeles County Fire Department (Department). The first issue is an audit of the College Affiliation Program (CAP) by the State Chancellor's Office. The second issue pertains to the surface rights to construct facilities at the Del Valle Regional Training Center.

COLLEGE AFFILIATION PROGRAM

County Counsel has received a copy of the CAP audit and a revised Instructor Service Agreement. Both documents are under legal review.

The Department continues to take measures to ensure full compliance with the CAP. The training curriculum is still being refined to meet community college academic standards. The results of a four week pilot program indicate that an on-line platform for station drills and college degree credit is feasible. The Department is currently developing an implementation plan for use of this on-line training platform.

DEL VALLE REGIONAL TRAINING CENTER

The Department continues to work with representatives from the Chief Executive Office, Real Estate Division (CEO/RED), County Counsel, and Public Works to resolve outstanding surface rights issues with Vintage Production Company (Vintage).

Each Supervisor July 3, 2012 Page 2

Vintage approved the "Agreement and Partial Surface Waiver" (Attachment II) and it was filed at the County Recorder's office on June 18, 2012. This provides the Department with a waiver of Vintage's exclusive surface rights on three parcels of land needed for the College of the Canyon's (COC) classrooms and training tower, the classroom building, and the overturned gasoline tanker training prop.

CEO/RED is currently negotiating with Vintage to obtain a waiver of surface rights for a telecommunications outbuilding at Del Valle Regional Training Center's Administrative Headquarters. Public Works is coordinating with Vintage on plans for the installation of electric and water infrastructure serving the COC training area.

I will continue to provide your Board with updates on these two important issues within 60 days. If you have any questions, please contact me at (323) 881-6180.

DLO:jc

Attachments

c: William T Fujioka
John Krattli
Gail Farber
Brence Culp
Georgia Mattera
Rex Ball
Scott Kuhn
Sergio Vasquez
Michelle Cervera
Randi Tahara
Joseph Charney
Susan Nissman
Rick Velasquez
Sussy Nemer



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401

DARYL L. OSBY FIRE CHIEF FORESTER & FIRE WARDEN

May 9, 2012

TO:

EACH SUPERVISOR

FROM:

DARYL L. OSBY, FIRE CHIEF DEO

UPDATE: CONCERNS REGARDING THE COLLEGE AFFILIATION PROGRAM AND CONSTRUCTION AT THE DEL VALLE REGIONAL TRAINING CENTER

This is an update to the memorandum dated March 2, 2012, (attached) informing your Honorable Board of two issues facing the Los Angeles County Fire Department (Department). The first issue is an audit of the College Affiliation Program (CAP) by the State Chancellor's Office. The second issue pertains to the surface rights to construct facilities at the Del Valle Regional Training Center.

COLLEGE AFFILIATION PROGRAM

The audit of the CAP has been completed by the independent auditor hired by the State Chancellor's Office. The Department has not yet received a copy of the report.

As previously stated, in anticipation of the findings the Department is proactively taking measures to ensure full compliance with the CAP. The Department is refining its training curriculum to meet community college academic standards. Instructor qualifications have been revised and an ample number of staff now meet these requirements. Additionally, the Department will begin evaluating a web-enhanced training system later this month.

DEL VALLE REGIONAL TRAINING CENTER

The Department continues to work with representatives from the Chief Executive Office, County Counsel, Public Works, and Vintage Production Company (Vintage), the land lease holder, to resolve the outstanding issues.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

BRADBURY

Each Supervisor May 9, 2012 Page 2

At this time, surveying efforts have been completed. An "Agreement and Partial Surface Waiver" containing County comments is under review by Vintage's attorney, and the legal descriptions for the affected parcels are under review by Vintage's surveyor.

I will provide your Board with another update on these two important issues within 60 days. If you have any questions, please contact me at (323) 881-6180.

DLO:jc

Attachment

c: William T Fujioka
John Krattli
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COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401

DARYL L. OSBY FIRE CHIEF FORESTER & FIRE WARDEN

March 2, 2012

TO:

EACH SUPERVISOR

FROM:

DARYL L. OSBY, FIRE CHIEF DAO

CONCERNS REGARDING THE COLLEGE AFFILIATION PROGRAM AND CONSTRUCTION AT THE DEL VALLE REGIONAL TRAINING CENTER

This memorandum is to inform your Honorable Board of two issues currently facing the Los Angeles County Fire Department (Department). The first issue is an audit being conducted by the State Chancellor's Office. The second issue pertains to the issue of surface rights to construct facilities at the Del Valle Regional Training Center.

COLLEGE AFFILIATION PROGRAM

The Department participates in a College Affiliation Program (CAP) with the Santa Clarita Community College District (College District). Through the CAP, the Department has an Instructional Service Agreement, which allows the Department to provide technical course instruction to Department personnel in exchange for revenue from the State of California.

Recently, an anonymous complaint was filed with the State Controller's Office which alleged improprieties within the CAP. The State Controller's Office delegated the complaint to the State Chancellor's Office who hired an independent auditor to audit the CAP.

The Department has been working closely with the College District and College of the Canyons and is fully cooperating with the auditors. In anticipation of the auditors' findings, the Department is proactively revising its instructor qualifications, updating course curriculum, and implementing a new course tracking mechanism.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

Each Supervisor March 2, 2012 Page 2

DEL VALLE REGIONAL TRAINING CENTER

In 2008, the Department and the College District entered into a Board-approved Joint-Use Agreement governing the design and construction of a \$22 million expansion and improvement of public safety training facilities at the Del Valle Regional Training Center. Recently, during a thorough review of existing agreements by the Chief Executive Office's Real Estate Division (RED), it was discovered that in order to fulfill the conditions of the Joint-Use Agreement, the Department must obtain additional surface rights from the successor to the oil company that the County acquired the land from in 1986.

Since the discovery, the Department has been working in collaboration with staff from the Chief Executive Office, County Counsel, Public Works, and interested parties to resolve outstanding issues and take necessary steps to complete the improvements provided for in the Joint-Use Agreement.

I will provide your Board with an update on these two very important issues within 60 days. If you have any questions, please contact me at (323) 881-6180.

DLO:jc

c: William T Fujioka
John Krattli
Gail Farber
Brence Culp
Georgia Mattera
Sergio Vasquez
Michelle Cervera
Randi Tahara
Joseph Charney
Susan Nissman
Rick Velasquez
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processing LOS ANGELE	nas deen completed. IS County Registrar - Recor)=

RECORDING REQUESTED BY:

County of Los Angeles
AND MAIL TO
County of Los Angeles
Chief Executive Officer
Real Estate Division
222 South Hill Street
Los Angeles, CA 90012

___ Space above this line for Recorder's use ____

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF GOVERNMENT CODE, AND EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCEL: 3271-003-900

AGREEMENT AND PARTIAL SURFACE WAIVER

THIS AGREEMENT AND PARTIAL SURFACE WAIVER (this "Agreement") is made and entered into this 11 day of 2012, by and between CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY ("District"), and VINTAGE PETROLEUM, LLC, a Delaware limited liability company ("Vintage"), and VINTAGE PRODUCTION CALIFORNIA LLC, a Delaware limited liability company ("Operator").

WHEREAS, Vintage is the current Lessee under that certain Oil and Gas Lease between Lincoln Petroleum Co., a California Corporation, and R. E. Havenstrite, recorded March 25, 1940, Document No. 3970-I, Certificate No. LN-101142, Registrar of Titles, Los Angeles County, California ("Lincoln Lease") pertaining to certain land ("Leased Land") described as follows:

The Southeast Quarter (SE/4) of Section 16, Township Four (4) North, Range Seventeen (17) West, San Bernardino Base and Meridian, comprised of One Hundred Sixty (160.00) acres, more or less.

WHEREAS, Operator is the current operator of the Lincoln Lease under an Agreement For Designation of Operator dated January 13, 2006, entered into by and between Vintage and Operator ("Operating Agreement"); and

WHEREAS, Vintage is the current Lessee under that certain Surface Lease between said Lincoln Petroleum Co. as Lessor, and Del Valle Gasoline Company, a limited co-partnership as Lessee, recorded February 6, 1941, Document No. 3196-J, Certificate No. LN-101142, Registrar of Titles, Los Angeles County, California ("Del Valle Surface Lease"), as amended and ratified to date;

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises, covenants, terms, conditions and agreements contained herein, District, Vintage, and Operator each agree as follows:

Through this Agreement, Vintage and Operator agree to waive all surface rights in and to that portion of the Leased Land described on Exhibit A and delineated on Exhibit B, attached hereto and made a part hereof by this reference ("Waived Surface"), INSOFAR AND ONLY INSOFAR, as said surface rights to the Waived Surface extend from the surface down to a vertical depth of five hundred feet (500'). Vintage and Operator shall retain all rights to the Waived Surface lying a vertical depth of more than five hundred feet (500') below the surface of the Waived Surface ("subsurface rights").

Additionally, Vintage and Operator grant District the right to construct, use, operate, maintain, repair, modify, replace and remove such road or roads on or over the Leased Land that District determines to be reasonably necessary or appropriate to access the Waived Surface; provided however, that such access roads shall not unreasonably interfere with Vintage's and/or Operator's oil and gas operations or with Existing Facilities (as the term Existing Facilities is defined hereinafter).

It is not the intention of Vintage or Operator to release any right, title and interest in the mineral rights, oil and/or gas rights, hydrocarbon substances, or in the subsurface rights Vintage and/or Operator presently hold in the Leased Land under the Lincoln Lease and/or the Operating Agreement, located below a vertical depth of five hundred feet (500') under the present surface of the Waived Surface.

Notwithstanding provisions to the contrary contained herein, Vintage and/or Operator shall retain all existing rights and rights-of-way to use, operate, maintain, repair, modify, replace and remove any and all roads, pipelines, utility poles or installations and other facilities that exist as of the execution of this Agreement of any kind located on the Waived Surface for purposes of its oil and gas operations under the Waived Surface (the "Existing Facilities") and on the Leased Land in the vicinity of the Waived Surface.

Vintage and/or Operator agree(s) to relocate any Existing Facilities at District's request provided the District reimburses Operator for all costs and expenses of the requested relocation, and provided the relocation can be achieved without undue interference to Vintage's and/or Operator's oil and gas operations.

District shall be solely responsible for and shall indemnify, defend and hold Vintage and Operator harmless from any and all claims, losses, obligations, cost and expense, including attorney fees, or damage to the surface of said Waived Surface, the buildings, or installations located thereon, or the property of third persons, arising out of or attributed to District's operations on said Waived Surface, including, but not limited to, any claims or charges by reason of entry to other Leased Land in the vicinity of the Waived Surface, unless such damages are caused by the negligence or willful misconduct of Vintage and/or Operator.

Vintage and Operator hereby forever waive and release any and all claims and causes of action against District for damage to any person (including any employee, agent or invitee of Vintage and/or Operator) or property (including but not limited to the surface of the Waived Surface or Leased Land and any of the Existing Facilities) caused by or arising out of the exercise by District of its rights acquired hereby and/or the construction, use, operation, maintenance, repair, modification and removal of improvements on the Waived Surface or access roads on the Leased Land, unless such damages are caused by the negligence or willful misconduct of District.

The terms and conditions of this Agreement shall run with the land and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

END OF TERMS

IN WITNESS WHEREOF, the ur Waiver to be executed on their behalf by	ndersigned have caused this Agreement and Partial Surface on this day, month and year 20
VINTAGE PETROLEUM, LLC, a Delawa limited liability company	are VINTAGE PRODUCTION CALIFORNIA LLC, a Delaware limited liability company
By ROOL COTO	By DOD OFF
Russell P. Led better Written Name	Russell P. Led better Written Name
Attorney In Fact Title	Altorney In Fact Title
State of California) County of Korn)	
subscribed to the within instrument and a his/her/their authorized capacity or	factory evidence to be the person(s) whose name(s) is/are acknowledged to me that he/she/they executed the same in apacities, and that by his/her/their signature(s) on the upon behalf of which the person(s) acted, executed the
I certify under PENALTY OF PERJURY paragraph is true and correct. WITNESS my hand and official seal.	Ju attached automietyeral be
Signature	(Seal)
State of) County of)	
subscribed to the within instrument and a his/her/their authorized capacity or ca	factory evidence to be the person(s) whose name(s) is/are acknowledged to me that he/she/they executed the same in apacities, and that by his/her/their signature(s) on the upon behalf of which the person(s) acted, executed the
I certify under PENALTY OF PERJURY paragraph is true and correct.	under the laws of the State of California that the foregoing
WITNESS my hand and official seal.	Le stack acknowledgment be (Seal)
Signature /	(Seal)
7	Page 3 of 4 Pages

HOA.874090.1

ACKNOWLEDGMENT

STATE OF CALIFORNIA) ss COUNTY OF KERN On				
ACKNOWLEDGMENT				
STATE OF CALIFORNIA) ss COUNTY OF KERN On				
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.				
WITNESS my band and official seal. Signature RACHEL O. CHAVEZ COMM. #1849348 NOTARY PUBLIC CALIFORNIA IN My Comm. Exp. Jun. 12, 2013				

ATTEST:

DEAN C. LOGAN

Registrar-Recorder/County Clerk

trade in particular programme and the

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Chief Michael Metro

Acting Chief Deputy Emergency Operations

On June 13, 2012, Before me, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared, MICHAEL METRO, Acting Chief Deputy for Consolidated Fire Protection District of Los Angeles County, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity on behalf of which the person executed this instrument.

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal the day and year in this Certification first above written.

DEAN C. LOGAN
Registrar/Reporder/County Clerk of the
County of Los Apgeles

Christopher M. Montana

Director of Real Estate Division

Deputy Clerk of the County of Los Angeles

APPROVED AS TO FORM:

JOHN F. KRATTLI County Counsel

Deputy: Byron Shibata

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to Consolidated Fire Protection District of Los Angeles County by this Agreement and Partial Surface Waiver is hereby accepted under the authority delegated to the County of Los Angeles Chief Executive Officer, pursuant to Title 2, Section 2.08 168 of the Los Angeles County Code, and Consolidated Fire Protection District of Los Angeles County and the County of Los Angeles consent to the recordation thereof by its duly authorized officer.

B۷

Christopher M. Montana

Acting Director of Real Estate Division

Chief Executive Office, County of Los Angeles

HOA.874090.1

Page 4 of 4 Pages

EXHIBIT A1

Parcel 1

In the County of Los Angeles, State of California:

Being a portion of the Southeast Quarter of Section 16, Township 4 North, Range 17 West, San Bernardino Meridian, described as follows:

Commencing at the northerly terminus of that certain course shown as "South 899.91 feet", being the westerly line of that certain Parcel 1 described in a document entitled "Amendment and Ratification", recorded February 6, 1970 as Instrument No. 3066 of Official Records;

Thence South 0°23'22" West along said westerly line, a distance of 341.53 feet;

Thence North 89°36'39" East, a distance of 5.74 feet to the True Point of Beginning;

Thence continuing North 89°36'39" East, a distance of 542.34 feet;

Thence South 14°53'28" East, a distance of 146.11 feet;

Thence South 4°28'52" West, a distance of 361.88 feet;

Thence North 87°24'46" West, a distance of 544.29 feet;

Thence North 0°57'05" West, a distance of 473.80 feet to the True Point of Beginning.

Containing 6.28 acres, more or less.

Prepared by me or under my supervision

Stefan C. Lanthier, PLS 7259

Expiration 12-31-2012

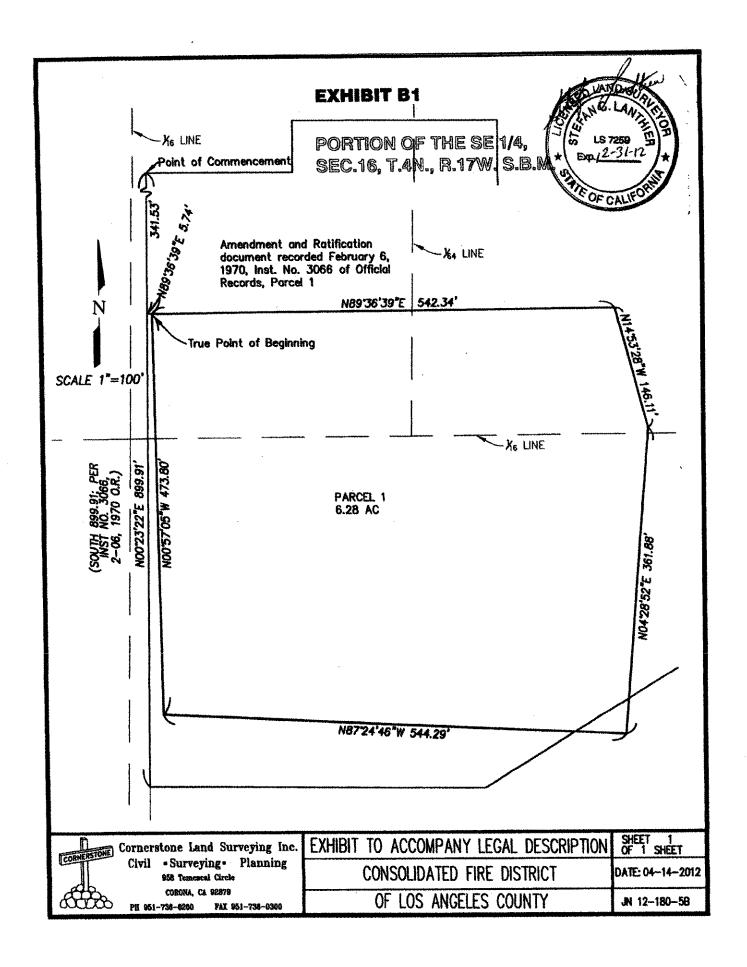


EXHIBIT A2

Parcel 2

In the County of Los Angeles, State of California:

Being a portion of the Southeast Quarter of Section 16, Township 4 North, Range 17 West. San Bernardino Meridian, described as follows:

Commencing at the northerly terminus of that certain course shown as "South 899.91 feet", being the westerly line of that certain Parcel 1 described in a document entitled "Amendment and Ratification", recorded February 6, 1970 as Instrument No. 3066 of Official Records;

Thence South 0°23'22" West along said westerly line, a distance of 96.51 feet to the **True Point of Beginning**;

Thence North 81°27'09" West, a distance of 89.38 feet;

Thence South 8°32'06" West, a distance of 91.79 feet;

Thence South 81°21'42" East, a distance of 110.48 feet;

Thence North 9°32'16" East, a distance of 91.98 feet;

Thence North 81°27'09" West, a distance of 22.71 feet to the True Point of Beginning.

Containing 0.23 acres, more or less.

Prepared by me or under my supervision

Stefan C. Lanthier, PLS 7259

Expiration 12-31-2012

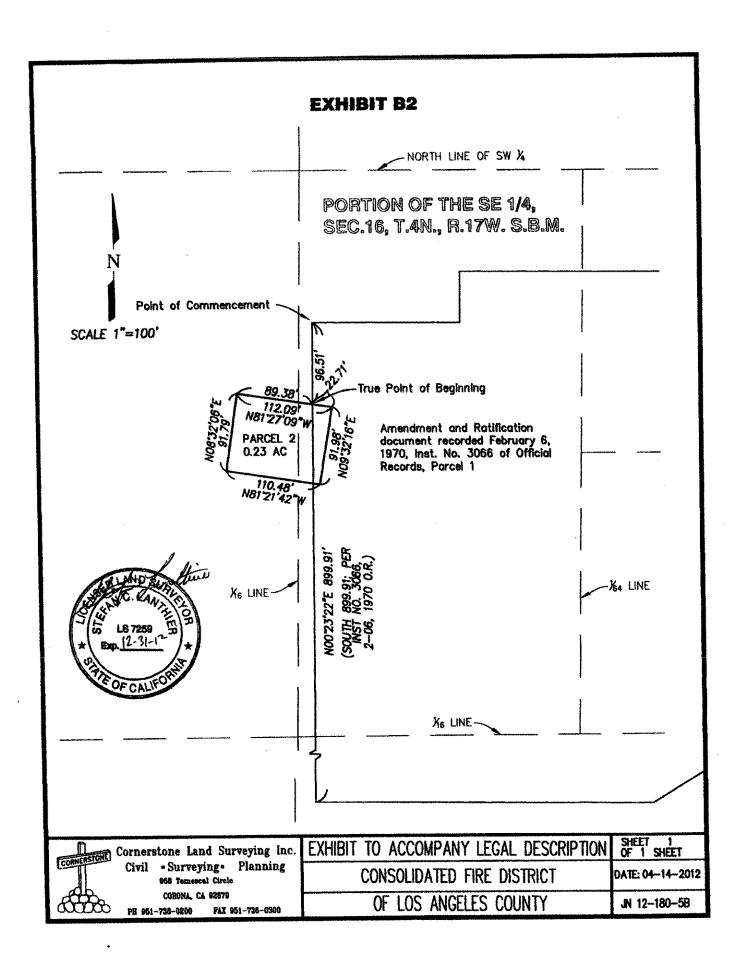


EXHIBIT A3

Parcel 3

In the County of Los Angeles, State of California:

Being a portion of the Southeast Quarter of Section 16, Township 4 North, Range 17 West, San Bernardino Meridian, described as follows:

Commencing at the northerly terminus of that certain course shown as "South 1°32′51" West, 250.34 feet", being the generally easterly line of Parcel 2 described in that certain Quitclaim Deed from Nuevo Energy to the Consolidated Fire Protection District of Los Angeles County per document recorded October 16, 1997 as Instrument No. 97-1622633 of Official Records;

Thence South 1°44'49" West along said line, a distance of 79.94 feet to the **True Point** of Beginning;

Thence continuing along said line, South 1°44'49" West, a distance of 170.40 feet to an angle point therein;

Thence continuing along said line, South 89°29'10" East, a distance of 40.82 feet to an angle point therein;

Thence continuing along said line, South 4°43'09" West, a distance of 80.54 feet;

Thence leaving said line, South 88°42'25" East, a distance of 321.60 feet;

Thence North 3°43'35" East, a distance of 180.91 feet;

Thence North 84°42'04" West, a distance of 318.47 feet;

Thence North 1°58'12" East, a distance of 47.47 feet;

Thence North 88°59'59" West, a distance of 46.80 feet to the True Point of Beginning.

OFCALIF

Containing 1.58 acres, more or less.

Prepared by me or under my supervision

Stefan C. Lanthier, PLS 7259

Expiration 12-31-2012

